

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
EL PASO DIVISION

In re §  
WESTMOUNT GROUP, INC. § Case No. 21-30633-CGB-11  
§  
§  
§  
§  
§ Debtor.

**FIRST AMENDED OBJECTION TO CLAIM #5 OF MONTOYA PARK  
PLACE, INC. WITH NOTICE THEREOF**

**This is an objection to your claim in this bankruptcy case. This objection asks the Court to disallow (eliminate), reduce, or modify your claim as set forth in this objection. If you do not file a written response to this objection in advance of the hearing already scheduled upon it for April 16, 2024 at 11:00 a.m. at 511 E. San Antonio Street, 4<sup>th</sup> Floor, and appear with counsel to be heard upon your response, the Bankruptcy Judge may sustain this objection without a hearing.**

TO THE HONORABLE CHRISTOPHER G. BRADLEY, UNITED STATES BANKRUPTCY JUDGE:

Now comes the creditor ALBERT FLORES (hereinafter "FLORES") holder of an allowed claim in the amount of \$442,080.40 in these proceedings against the Debtor WESTMOUNT GROUP, INC., and files this, its First Amended Objection to Proof of Claim No. 5 filed by MONTOYA PARK PLACE in the amount of \$1,461,586.89, and for cause would show as follows:

1.

Jurisdiction arises under 28 U.S.C. § 157 (b) (2) (B) and 28 U.S.C. § 1334 (a), (c), and (e).

1

2.

ALBERT FLORES has standing to bring this Objection under 11 U.S.C. § 502 (a).

3.

ALBERT FLORES holds a judgment against MONTOYA PARK PLACE, INC. for a false and fraudulent promise to pay him \$240,000.00, plus \$100,000.00 in attorney's fees and \$100,000.00 in exemplary damages, and \$2,080.40 in costs. A copy of the judgment is hereto attached as Exhibit 1. The money awarded to ALBERT FLORES in the Judgment is part of the same money which MONTOYA PARK PLACE, INC. claims to have transferred to WESTMOUNT GROUP, INC. in exchange for a promissory note in the amount of \$1,461,586.89 on or about July 15, 2020. That transfer is depicted in the Debtor's Amended Schedule "D" in this case, hereto attached as Exhibit "2."

4.

MONTOYA PARK PLACE, INC. is also indebted to WESTSTAR TITLE, LLC under a Summary Judgment for \$895,000, plus attorney's fees of \$60,000.00. *See* the copies of these two Judgments attached hereto attached as Exhibits "3" and "4." The money awarded to WESTSTAR TITLE, LLC in Judgment is the same money which MONTOYA PARK PLACE, INC. fraudulently transferred to WESTMOUNT GROUP, INC. on or about July 15, 2020 in hopes of defeating the claims of WESTSTAR TITLE, LLC to that money. *See* again Exhibit "2."

5.

This estate now has in it roughly \$1,150,000.00, subject to a third Interim Fee Application by the Chapter 7 Trustee and subject to an estate tax return.

6.

There should be no distribution to MONTOYA PARK PLACE, INC. because:

- (1) MONTOYA PARK PLACE, INC. owes more money than this estate has, to ALBERT FLORES and WESTSTAR TITLE CO. With interest, attorney fees, and exemplary damages, FLORES is now owed over \$458,700.00, and WESTSTAR Title is now owed over \$1,030,000.00.

- (2) MONTOYA PARK PLACE, INC. had no right to transfer the property of FLORES and of WESTSTAR TITLE, LLC to WESTMOUNT GROUP, INC.
- (3) The transfer of the \$1,461,500 by MONTOYA PARK PLACE, INC. to WESTMOUNT GROUP, INC. was not supported by any valuable consideration. In exchange for the money MONTOYA PARK PLACE received an unsecured promissory note (hereto attached as Exhibit "5") that had no specified interest rate, no payment due dates, and no payment amounts. Moreover WESTMOUNT GROUP, INC. never made any payments upon the alleged promissory note. WESTMOUNT GROUP, INC. had and has no business activity that could generate payments. The note is a complete fakery. The note also appears to have been backdated to July of 2020 after this case began on August 23, 2021 and KEYVAN PARSA was advised that he needed to show consideration for the transfer of the \$1,461,586.89.
- (4) The other amounts that MONTOYA PARK PLACE, INC. fraudulently transferred to WESTMOUNT GROUP, INC. were dissipated by improvident expenditures by WESTMOUNT GROUP, INC. including a cash sums of \$190,444.65 paid to KEYVAN PARSA on petition date and real estate loans totaling \$779,555.20 to entities closely controlled by KEYVAN PARSA. There is nothing left of it. The amended Statement of Financial Affairs in this case discloses those transfers. *See* Exhibit "6" hereto attached.
- (5) Finally, the proof of claim was filed late. It is signed by Keyvan Parsa in his capacity as President of MONTOYA PARK PLACE, INC. on March 27, 2022. The bar date for pre-petition claims was set by the clerk in this case, with notice to all parties in interest, at March 10, 2022.

WHEREFORE, PREMISES CONSIDERED, ALBERT FLORES prays that the Proof of Claim of MONTOYA PARK PLACE, INC. be disallowed in its entirety.

Respectfully submitted this 20<sup>th</sup> day of March, 2024.

*E.P. Bud Kirk*  
\_\_\_\_\_  
E.P. Bud Kirk  
TSBN 11508650  
332 Serrania Dr.  
El Paso, TX 79932  
(915)-584-3773

[Budkirk@aol.com](mailto:Budkirk@aol.com)

Attorney for Albert Flores

Type text here

**CERTIFICATE OF SERVICE**

I do hereby certify that on this 20<sup>th</sup> of March, 2024, I did cause a copy of the foregoing Objection to the to the Proof of Claim of Montoya Park Place, Inc. to be mailed to Brad W. Odell, Chapter 7 Trustee, 1500 Broadway, Ste. 700, Lubbock, TX 79401-3169; to Westmount Group, Inc. (hand-delivery) c/o Keyvan Parsa, 810 N. Kansas Street, El Paso, TX 79902-5207; Montoya Park Place, Inc. (hand-delivery) c/o Keyvan Parsa, 810 N. Kansas Street, El Paso, TX 79902-5207; to James W. Brewer, at Kemp Smith, 221 N. Kansas, 17<sup>th</sup> Floor, El Paso, TX 79901; to Albert Flores, 3605 Acadia, El Paso, TX 79902; and by e-mail to Michael R. Navarez at MRN4Bankruptcy@g-mail.com.

*E.P. Bud Kirk*  
E.P. Bud Kirk

**EXHIBIT “1”**

IN THE 41ST JUDICIAL DISTRICT COURT  
EL PASO COUNTY TEXAS

ALBERT FLORES,	)	CASE NO. 2020DCV2997
Plaintiff,	)	
	)	
V.	)	
	)	
KEYVAN PARSA, M.D. and	)	
MONTOYA PARK PLACE, INC.,	)	
Defendant's	)	
	)	
FIDELITY NATIONAL TITLE	)	
INSURANCE COMPANY and	)	
WESTSTAR TITLE, LLC,	)	
Intervenors/Third Party Plaintiffs,	)	
	)	
V.	)	
	)	
KEYVAN PARSA, M.D., MONTOYA	)	
PARK PLACE, INC., and ALBERT FLORES,	)	
Third Party Defendants	)	

**JUDGMENT**

This case was tried on March 20 and 21st, 2023. All parties appeared with counsel. At the outset, Weststar Title, LLC withdrew some of their claims and filed a Motion to Sever their remaining claims. An agreed Order of Severance was entered, and the claims and cross claims of Albert Flores and Keyvan Parsa were heard.

After hearing all the evidence and arguments of counsel, the Court has decided that Judgment should be entered in favor of Albert Flores and against Keyvan Parsa and Montoya Park Place, Inc.

It is therefore **ORDERED** that Plaintiff Albert Flores have **JUDGMENT** against Defendant's Keyvan Parsa and Montoya Park Place, Inc. as follows,

**Actual Damages - \$240,000.00**

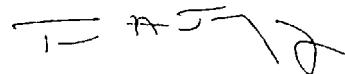
**Punitive Damages - \$100,000.00**

**Attorney Fees - \$100,000.00**

With all Weststar Title claims dismissed or severed, this is a **FINAL JUDGMENT** and execution shall issue,

All court costs are assessed against Defendants.

Signed and entered this 23rd Day of March 2023,



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**HON. THOMAS A. SPIECZNY,  
JUDGE PRESIDING**

## **EXHIBIT “2”**

21-30633-hcm Doc#37 Filed 10/20/21 Entered 10/20/21 15:26:35 Main Document Pg B of

Fill in this information to identify the case:

Debtor name Westmount Group, Inc.

United States Bankruptcy Court for the: WESTERN DISTRICT OF TEXAS

Casa number 21-3 06 3 3  
fkIOMI)

Check If this is an  
amended filing

Official Form 2060

Schedule D: Creditors Who Have Claims Secured by Property

12/15

Be as complete and accurate as possible.

1. Do any creditors have claims secured by debtor's property?

No. Check this box and submit page 1 of this form to the court with debtor's other schedules. Debtor has nothing else to report on this form.  
 If Yes, fill in all of the information below.

██████████

██████████

a List Creditors Who Have Secured Claims

2. List in alphabetical order all creditors who have secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim.

• COIJUJU.I A . . - UMN B . .  
Amount claim+ . . Val a of collata I  
Do not deduct th . . IhaHit; ppojjs; . .  
aue•of.col er al;: Pfs• latm .. \_-;

IJI

Creditor's name Westmount Group, Inc. Describe debtor's property that is subject to a lien \$1,461,586.09 \$794,555.35

Creditor's mailing address All assets

10. N. Karsa.s.. Daacrlba the lien

N: o: te: /: A: to E: re: e: m: e: n: t

I  creditor an Insider or related party?

El: P: a: os --- TX: --- 79\_0\_2  No

Creditor's email address, if known  Yes

I  anyone else liable on this claim?

Date debt was incurred  Ja  No

Last 4 digits of account number  Yes. Fill out Schedule H: Codebtors (Official Form 208H)

number  As of the petition filing date, the claim is:

Do multiple creditors have an interest in the HMB property?

No  Contingent  
 Unliquidated

Yes. Specify each creditor, including the creditor, and its relative priority.

Disputed

3. Total of the dollar amounts from Part 1, Column A, including the amounts from the Additional Page, if any.

\$1,461,586.09

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29

Case number (If known) =2 1-3:::0:::63\_3=-----

Debtor Westmount Group, Inc.

**IJMI** ■ Addtional Page

Column A..... CtijS.....

magaz. tafelblatt u. altli. II. 8

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Copy this page only if more space is needed. Continue numbering the lines sequentially from the previous page.

Creditor's name <u>Wells Fargo Business..</u>	Describe debtor's property that is subject to a lien	\$0.00	\$0.00
Clipboard's mailing address <u>P.O. Box 695</u>	Clipboard the Hon <u>John C. Reed</u>		
I am a creditor an Insider or related party? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
Phone number <u>972-899-9511</u>	Is anyone else liable on this claim? <input checked="" type="checkbox"/> No		
Data debt was incurred _____			
Last 4 digits of account number	Yes. All out Schedule H: Codeblars (Official Form 208H)		
As of the petition filing date, the claim is: Check all that apply.			
Do multiple creditors have an interest in the same property? <input checked="" type="checkbox"/> Contingent <input type="checkbox"/> No <input type="checkbox"/> Unliquidated <input type="checkbox"/> Yes. Has you already specified the relative priority? <input type="checkbox"/> Disputed			
<p><input type="radio"/> No. Specify each creditor, including its creditor, and its relative priority.</p> <p><input type="checkbox"/> Yes. The relative priority of creditors is specified on lines _____</p>			

## **EXHIBIT “3”**

IN THE 327TH JUDICIAL DISTRICT COURT

## EL PASO COUNTY, TEXAS

ALBERT FLORES, )  
Plaintiff, )  
v. ) Cause No. 2020DCV2997  
KEYVAN PARSA, M.D. and )  
MONTOYA PARK PLACE, INC., )  
Defendants, )  
FIDELITY NATIONAL TITLE )  
INSURANCE COMPANY and )  
WESTSTAR TITLE, LLC, )  
Intervenors/Third-Party Plaintiffs, )  
v. )  
KEYVAN PARSA, M.D., MONTOYA )  
PARK PLACE, INC., ALBERT FLORES, )  
and DEBORAH JORDAN, )  
Third Party Defendants. )

**ORDER GRANTING WESTSTAR TITLE, LLC PARTIAL SUMMARY  
JUDGMENT AGAINST KEYVAN PARSA AND MONTOYA PARK PLACE, INC.**

On October 13, 2022, came on to be heard WestStar Title, LLC's Motion for Partial Summary Judgment (*"Motion"*) filed by WestStar Title, LLC (*"WestStar"*), Intervenor and Third-Party Plaintiff, on its own behalf and as assignee of Fidelity National Title Insurance Company. WestStar announced prior to hearing that it was not proceeding at the hearing as to its claims against Albert Flores, while reserving the right to re-urge the Motion as to Albert Flores at a later time.

In its Motion WestStar seeks judgment against Keyvan Parsa and Montoya Park Place, Inc. for 1) breach of warranty of title, 2) breach of covenant against encumbrances, 3) fraud in a real estate transaction, 4.) negligent misrepresentations, and 5) unjust enrichment. WestStar also seeks judgment against Keyvan Parsa for breach of a guaranty.

After consideration of the Motion, the Response filed by Keyvan Parsa and Montoya Park Place, Inc., the pleadings, and all proper summary judgment evidence, and after hearing arguments of counsel, the Court finds there is no issue of material fact and that WestStar is entitled to judgment against Keyvan Parsa and Montoya Park Place, Inc. as a matter of law on each of the causes of action described above. The Court therefore finds the Motion should be granted and judgment entered against Keyvan Parsa and Montoya Park Place, Inc. as follows.

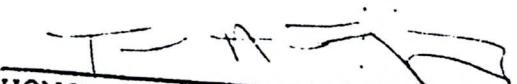
**IT IS THEREFORE ORDERED, ADJUDGED and DECREED** that WestStar has adequately stated and established the grounds for judgment against Keyvan Parsa and Montoya Park Place, Inc. for; 1) breach of warranty of title, 2) breach of covenant against encumbrances, 3) fraud in a real estate transaction, 4) negligent misrepresentations, and 5) unjust enrichment. WestStar has also adequately stated and established the grounds for judgment against Keyvan Parsa for breach of a guaranty.

**IT IS FURTHER ORDERED, ADJUDGED and DECREED** that WestStar have and recover from Keyvan Parsa and Montoya Park Place, Inc., jointly and severally, judgment in the amount of \$895,637.67, together with post-judgment interest on this sum at the rate of 5.5% per annum.

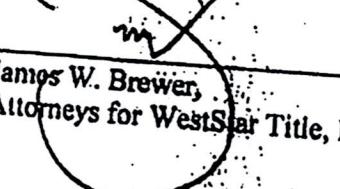
**IT IS FURTHER ORDERED, ADJUDGED and DECREED** that, in the event of an appeal of or motion to set aside this Judgment, WestStar may be awarded against Keyvan Parsa and

Montoya Park Place, Inc., jointly and severally, attorneys' fees and costs upon filing of an affidavit reflecting said fees.

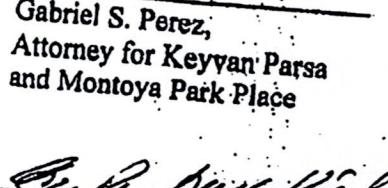
**IT IS FURTHER ORDERED, ADJUDGED and DECREED that this is an interlocutory judgment. All of WestStar's claims against Keyvan Parsa and Montoya Park Place, Inc. not included in the Motion, and WestStar's claims against Keyvan Parsa and Montoya Park Place, Inc. for exemplary damages and attorney's fees, shall remain pending. All of WestStar's claims against Albert Flores and Deborah Jordan shall also remain pending.**

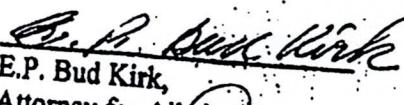
  
HONORABLE THOMAS SPIECZNY  
DISTRICT COURT JUDGE 10/25/2022

Submitted by:

  
James W. Brewer,  
Attorneys for WestStar Title, LLC

Approved as to form:

  
Gabriel S. Perez,  
Attorney for Keyvan Parsa  
and Montoya Park Place

  
E.P. Bud Kirk,  
Attorney for Albert Flores

  
Richard Roman,  
Attorney for Deborah Jordan

**EXHIBIT “4”**

IN THE 327TH JUDICIAL DISTRICT COURT  
EL PASO COUNTY, TEXAS

ALBERT FLORES, )  
Plaintiff, )  
v. ) Cause No. 2020DCV2997  
KEYVAN PARSA, M.D. and )  
MONTOYA PARK PLACE, INC., )  
Defendants, )  
FIDELITY NATIONAL TITLE )  
INSURANCE COMPANY and )  
WESTSTAR TITLE, LLC, )  
Intervenors/Third-Party Plaintiffs, )  
v. )  
KEYVAN PARSA, M.D., MONTOYA )  
PARK PLACE, INC., ALBERT FLORES, )  
and DEBORAH JORDAN, )  
Third Party Defendants. )

**ORDER REGARDING WESTSTAR TITLE, LLC'S REQUEST  
FOR ATTORNEYS' FEES**

The Court entered its Order Granting WestStar Title, LLC Partial Summary Judgment Against Keyvan Parsa and Montoya Park Place, Inc. on October 25, 2022. WestStar Title, LLC then requested an award of attorneys' fees and filed its Affidavit in Support of Attorneys' Fees. On November 8, 2022 the Court conducted a hearing on WestStar Title, LLC's request for attorneys' fees.

After consideration of the pleadings, the Affidavit in Support of Attorneys' Fees, the Opposition to WestStar's Request for Attorneys' Fees filed by Keyvan Parsa, and other proper evidence, and after hearing arguments of counsel, the Court finds that WestStar Title, LLC is

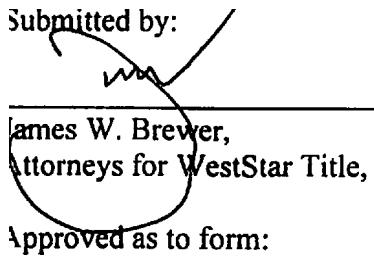
entitled to attorneys' fees in the total amount of \$60,000.00 for services incurred in this Court in cause number 2020DCV2997. The Court finds attorneys' fees incurred by WestStar Title, LLC in connection with a writ of mandamus and a bankruptcy case should be pursued in those courts.

**IT IS THEREFORE ORDERED, ADJUDGED and DECREED** that WestStar Title, LLC ("WestStar") is awarded judgment in the amount of \$60,000.00 against Keyvan Parsa and Montoya Park Place, Inc., jointly and severally, for its attorneys' fees incurred in this cause numbered 2020DCV2997. This Order is without prejudice to WestStar Title, LLC's right to pursue its attorneys' fees incurred in other litigation in the appropriate forum, including its attorneys' fees inctJ..cd in; 1) *In re Keyvan Parsa, MD. and Montoya Park Place, Inc.*, Realtors, in the Court of Appeals for the Eighth District of Texas, Cause No. 08-21-00125-C, and 2) *In re Westmount Group, Inc.*, Case No. 21-30633, United States Bankruptcy Court for the Western District of Texas.

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HONORABLE THOMAS SPIECZNY  
DISTRICT COURT JUDGE

Submitted by:

  
James W. Brewer,  
Attorneys for WestStar Title, LLC

Approved as to form:

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Gabriel S. Perez,  
Attorney for Keyvan Parsa  
and Montoya Park Place

---

E.P. Bud Kirk,  
Attorney for Albert Flores

**EXHIBIT “5”**

## Promissory Note and Security Agreement

Borrower Full Legal Name: Westmount Group, Inc.

Principal Amount: \$1,461,586.89

Date: July 15, 2020

Lender: Montoya Park Place, Inc., 810 N Kansas, El Paso, Texas 79902

Promise to pay. For value received, the receipt and sufficiency of which are hereby acknowledged, the undersigned borrower, jointly and severally, as principals and not as sureties, promise to pay to the order of the lender designated above the Principal Amount designated above, together with interest prior to maturity at the rate of one and one-half percent (1.0%) per month on amounts unpaid from time to time, in accordance with the terms of this promissory note and security agreement.

Purchases/Payments: Annual interest of 2.9%, or the Internal Revenue Service's imputed interest rate. All payments, principal, and interest are payable at Montoya Park Place, Inc. at the address designated above. All payments shall be first applied to interest and the balance to principal. This note may be prepaid at any time in whole or in part, without penalty. All prepayments shall be applied in reverse order of maturity. Unless otherwise agreed by lender in writing, payments may be applied by lender as of their scheduled due date, treating each month as one twelfth of a year.

Events of default: The following constitute events of default: (a) not paying on time; (b) not performing on time; (c) bankruptcy, insolvency, or assignment for the benefit of creditors with respect to the undersigned; or (d) any misrepresentation by the undersigned. In the event of default, Montoya Park Place Inc. may declare all unpaid balances, less any unearned charges, immediately due and payable in full, without notice, and exercise all rights and remedies allowed by applicable law. The undersigned agrees to pay interest on past due amounts from date due until paid at the rate of 1.0% per month, or the highest rate permitted by law, whichever is less. The undersigned agrees to pay all of Montoya Park Place, Inc. costs of collection, including attorneys' fees and expenses, unless expressly prohibited or limited by applicable law. Borrower also agrees to pay Montoya Park Place, Inc. a \$25 fee for each returned item (whether check or ACH) that is dishonored for any reason, or such greater amount allowed by law.

Security Agreement: The undersigned hereby grants to Borrower a continuing security interest in all presently owned or hereafter acquired property of the undersigned consisting of: (a) goods; (b) inventory; (c) instruments; (d) chattel paper; (e) documents; (f) accounts; (g) accounts receivable; (h) general intangibles; (i) payment intangibles; (j) real estate promissory note and (k) any proceeds and all support obligations of any of the foregoing (together called the "collateral"). The collateral secures the undersigned's liabilities and obligations under this promissory note and security agreement, whether now existing or hereafter arising, including any extension, renewal or modifications thereof. The undersigned authorizes the Lender to execute on the undersigned's behalf and file a financing statement describing the collateral. The undersigned grants Lender power of attorney to sign and file any financing statements, receipts, and other documents deemed necessary by Lender to protect the rights of lender.

Certain waivers: The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound hereunder until this note shall be fully paid and waive demand, notice of default, notice of intention to accelerate, notice of acceleration, presentment and protest and all notices thereto and further agree to remain bound,

notwithstanding any extension, renewal, modification and/or release of any or all of the above or upon the discharge or release of any obligor hereunder or to this note, or upon the exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change of terms, hereunder granted by any holder hereof shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgment of only one of them, and each of the undersigned does hereby irrevocably grant and confer to each of the others a power of attorney to enter into any such modification on their behalf. The rights or any holder hereunder shall be cumulative and not necessarily successive.

Governing law forum for disputes: This promissory note and security shall be governed by and interpreted in accordance with the laws and decisions of the state where Lender is located, without regard to the conflicts of law provisions thereunder. All actions and proceedings arising from, relating to or in connection with this application or credit agreement are subject to the exclusive venue and jurisdiction of any federal or state court located in the state and county where the Lender is located. The undersigned hereby waives any right the undersigned may have to transfer or change the location of any litigation filed regarding any actions and proceedings arising from, relating to or in connection with the undersigned obligations. In such instance, all charges and fees, and Lender's rights and remedies, are subject to and militarily constrained by applicable law.

"11, is note and secul1·ity is intended by the parties only n.c; m.1dilionnt security tbr the undersigned nbligutions under Montoya Park Place, Inc·s Crcdil Tenna nd Conditions. This note and security agreement does not constitute a 11oval1on or discharge nl; or otherwise replace or modify, the terms set forth Montoya Park Place, Inc·s Credit Terms and Conditions.

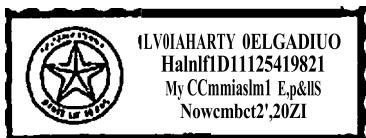
Westmount Group, Inc. 13orrowl?r..

**t3y:** ~~1~~, c = ;,.c-----  
Kcyvmtarsa, it's President

STATE OF TEXAS  
L"OUNTY OF EL PASO

111is P,romissory note was ncknowlcdged bclbrc me on Jul)' **J.2-rh** 2020. by Keyvun Parsa,  
Presi nt ol'Westmount Group Inc. u Txen corpumtim,, un hl!hull' ol"lhc corpum-ati(ln.

-...r;...tn-ry-Pu---bl-ic-J-#-----·---·---·



## **EXHIBIT “6”**

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Fill in this information to identify the case:

Debtors name	<u>Westmount Group, Inc.</u>
United States Bankruptcy Court for the:	<u>WESTERN DISTRICT OF TEXAS</u>
Case number (if known)	<u>21-30833</u>

Check if this is an amended filing

## Official Form 207

### Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy

04/19

The debtor must answer every question. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and case number (if known).

#### i-M Income

1. Gross revenue from business

None

2. Nonbusiness revenue

Include revenue regardless of whether that revenue is taxable. *Non-business Income* may include interest, dividends, money collected from lawsuits, and royalties. List each source, and the gross revenue for each separately. Do not include revenue listed in line 1.

None

#### ii-M List Certain Transfers Made Before Filing for Bankruptcy

3. Certain payments or transfers to creditors within 90 days before filing this case

List payments or transfers—including expense reimbursements—to any creditor, other than regular employee compensation, within 90 days before filing this case unless the aggregate value of all property transferred to that creditor is less than \$6,825. (This amount may be adjusted on 4/01/22 and every 3 years after that with respect to cases filed on or after the date of adjustment.)

None

	Creditor's name and address	Dates	Total amount or value	Reasons for payment or transfer <i>Check all that apply</i>
3.1.	<u>Wells Fargo Business</u> Ctei&ii?Siiifb POBox6995 svie	August 31, 2021	<u>\$452,931.45</u>	<input checked="" type="checkbox"/> Secured debt <input checked="" type="checkbox"/> Unsecured loan repayments <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Services <input checked="" type="checkbox"/> Other <u>Line of Credit</u>
	Portland civ	OR s1a1a	97228-8995 zip eoiio	



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Debtor Westmount Group, Inc. Name Case number (if known) 21-30633

### **hi-M Legal Actions or Assignments**

7. Legal actions, administrative proceedings, court actions, 11xacut1ons, attachments, or govammantal audits  
Ust the legal actions, proceedings, Investigations, arbitrations, mediations, and audits by federal or slate agencies in wtich the debtor  
wasInvolved In any capacity-wihin 1 year before filing lhis case.

None

Case tluo	Nature of case	Court or agency's name and address	Status of case
7.1. Albert Flores v. Keyvan Paraa, et al	Suit for Rescission of Contract	District Court of El Paso County, Texa Name ""32...;7_th=Ju...;d:aalc""la""""D_l""st_ri;a;c:t Street	67  Pending <input type="checkbox"/> On appeal D Concluded
Caeenumber <u>2020DCV2997</u>		El Paso	TX Stala ZIP Code

- a. Asllgnments and receivership

Lis any property In lha hands of an assignee for the banall of creditors during lha 120 days before lIDng this case and any property In the  
hands of e receiver, custodian, or other ccurt-appolnled ofncer within 1 year before fflng this case.

la None

### **1611 Certain Gifts and Charitable Contributions**

9. Ust all gifts or charitable contributions the debtor gave to a recipient within 2 yeora before filling this case unless the  
aggregate value of the gifts to that recipient la less than \$1,000

li None

### **11A Certain Losses**

10. All losses from fire, theft, or other casually within 1 year before filling this case.

ii None

### **11-4 Certain Payments or Transfers**

11. Payments related to banllnptcy

List any payments of money or other transfers of property made by the debtor or person acing on behalf of the debtor within 1 year  
before lha filing o/ lhis case to another person or entity, Including attorneys, that the debtor consulted eb01.ll debt consolidation or  
restructuring, seeking bankruptcy rellel, or filing e bankruptcy case.

None

Who waa paid or who received the transfer?	If not money, daecrlbe the property transfarrod	Datea	Total amount or value
11.1. <u>Barron &amp; Newbur9er, P.C.</u>	Attorney Fees & Filing Fees	August21, 2021	<u>\$16,738.00</u>

#### **Address**

7320 N.MoPac Expressway, Suite 400  
Stnnll

Austin TX 78731  
Stala ZIP Coda

Email or website address

Whomade the payment. If not debtor?





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Debtor Westmount Group Inc.  
NameCase number (if known) 21-30633

Who received transfer?	Description of property transferred or payments received or debts paid in exchange	Date transfer was made	Total amount or value
13.4. <u>Westmount Assets Inc</u>	Fund real estate lien note on 4500 Frankfort Avenue, El <b>Paso, TX</b>	Jul 19, 2021	\$351000.00
Address			
<u>810 N. Kansas Street</u> 511181			
El Paso TX 79902 City State ZIP Code			
Relationship to debtor			
<u>Associate</u>			
Who received transfer?	Description of property transferred or payments received or debts paid in exchange	Date transfer was made	Total amount or value
13.5. <u>TRR 41331 Inc.</u>	Fund real estate lien note on 4537 Skylar( Way, El <b>Paso, TX</b>	July 16, 2021	\$931892.83
Address			
<u>71 Camilla Drive, Sta R</u> S11981			
El Paso TX 79912 City State ZIP Code			
Relationship to debtor			
Who received transfer?	Description of property transferred or payments received or debts paid in exchange	Date transfer was made	Total amount or value
13.6. <u>TRR 41331 Inc.</u>	Fund real estate lien note on 9532 Charleston Street, El <b>Paso, TX</b>	July 16, 2021	\$741159.26
<u>Addt&amp;a</u>			
<u>71 Camille Drive, Sta R</u> 5Cleet			
El Paso TX 79912 City State ZIP Code			
Relationship to debtor			
Who received transfer?	Description of property transferred or payments received or debts paid in exchange	Date transfer was made	Total amount or value
13.7. <u>71 Camille, Inc.</u>	Fund real estate lien note on 71 Camille	8/23/21	\$4301000.00
Address			
<u>71 Camille</u> S1101			
El Paso TX 79912 City State ZIP Code			
Relationship to debtor			

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Debtot Westmount Group, Inc. Case number (if known) 21-30833

**Part 7: Previous Locations**

14. Previous addresses

List all previous addresses used by the debtor within 3 years before filing this case and the dates the addresses were used.

If Does not apply

 @

 Health Care Bankruptcies

15. Health Care bankruptcies

Is the debtor primarily engaged in offering services and facilities for:

- diagnosing or treating injury, deformity, or disease, or
- providing any surgical, psychiatric, drug treatment, or obstetric care?

If No. Go to Part 9.

Yes. Fill in the information below.

 iii Personally Identifiable Information

18. Does the **debtor** collect and retain personally identifiable information of customers?

If No.

D Yes. State the nature of the information collected and retained \_\_\_\_\_

Does the debtor have a privacy policy about that information?

D No.

O Yes.

17. Within 6 years before filing this case, have any employees of the debtor been participants in any ERISA, 401(k), 403(b) or other pension or profit-sharing plan made available by the debtor as an employee benefit?

If No. Go to Part 10.

O Yes. Does the debtor serve as plan administrator?

O No. Go to Part 10.

Yes. Fill in below:

**Part 10: Certain Financial Accounts, Safe Deposit Boxes, and Storage Units**

19. Closely financial accounts

Within 1 year before filing this case, were any financial accounts or instruments held in the debtor's name, or for the debtor's benefit, closed, sold, moved, or transferred?

Include checking, savings, money market, or other financial accounts, certificates of deposit, and shares in banks, credit unions, brokerage houses, cooperatives, associations, and other financial institutions.

O None

Official form 207

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy

page6





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18

Debtor Weatmount Group, Inc. Name Case number (if known) 21-30633

29. Within 1 year before the filing of this case, did the debtor have officers, directors, managing members, general partners, members in control of the debtor, or shareholders in control of the debtor who no longer hold these positions?

No

Yes. Identify below.

Name	Address	Position and nature of any interest	Period during which position or interest was held
------	---------	-------------------------------------	---

30. Payments, distributions, or withdrawals **credited** or given to insiders

Within 1 year before filing this case, did the debtor provide an insider with value in any form, including salary, other compensation, draws, bonuses, loans, credits or loans, stock redemptions, and options even if not yet issued?

No

Yes. Identify below.

31. Within 6 years before filing this case, has the debtor been a member of any consolidated group for tax purposes?

No

Yes. Identify below.

32. Within 6 years before filing this case, has the debtor as an employer been responsible for contributing to a pension fund?

No

Yes. Identify below.

•@•ii Signature and Declaration

WARNING - Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both.  
18 U.S.C. §§ 152, 1341, 1519, and 3571.

I have examined the information in this *Statement of Financial Affairs* and any attachments and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

executed on 11/04/2021  
MM/DD/YYYY

X /alKeyvan Parsa

Printed name Keyvan Parsa

Signature of individual signing

to,

Position or relationship to debtor P\_r\_e\_s\_f\_d\_e\_n

Are additional pages to *Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy* (Official Form 207) attached?

No

Yes

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
EL PASO DIVISION

In re	§	
	§	
WESTMOUNT GROUP, INC.	§	Case No. 21-30633-CGB-11
	§	
Debtor.	§	

**ORDER GRANTING OBJECTION TO CLAIM NUMBER 5**

On this day came on to be considered ALBERT FLORES' Objection to Claim in the amount of \$1,461,586.89 (Claim No. 5). The Court having reviewed the Objection, finds that the claim should be disallowed as a claim against the estate.

IT IS HEREBY ORDERED that the Objection to Claim is GRANTED.

IT IS FURTHER ORDERED that a copy of this order will be served by the Clerk's office upon the claimant to Keyvan Parsa, M.D., c/o Gabriel Perez, 718 Myrtle Ave., El Paso, TX 79901.

Submitted by:  
E.P. BUD KIRK  
Attorney at Law  
600 Sunland Pmk Dr.  
Building Four, Suite 400  
El Paso, TX 79912  
(915) 584-3773  
(915) S81-452 facsimile  
Attorney for•

## Promissory Note and Security Agreement

Borrower Full Legal Name: Westmount Group, Inc.

Principal Amount: \$1,461,586.89

Date: July 15, 2020

Lender: Montoya Park Place, Inc., 810 N Kansas, El Paso, Texas 79902

Promise to pay. For value received, the receipt and sufficiency of which are hereby acknowledged, the undersigned borrower, jointly and severally, as principals and not as sureties, promise to pay to the order of the lender designated above the Principal Amount designated above, together with interest prior to maturity at the rate of one and one-half percent (1.0%) per month on amounts unpaid from time to time, in accordance with the terms of this promissory note and security agreement.

Purchases/Payments: Annual interest of 2.9%, or the Internal Revenue Service's imputed interest rate. All payments, principal, and interest are payable at Montoya Park Place, Inc. at the address designated above. All payments shall be first applied to interest and the balance to principal. This note may be prepaid at any time in whole or in part, without penalty. All prepayments shall be applied in reverse order of maturity. Unless otherwise agreed by lender in writing, payments may be applied by lender as of their scheduled due date, treating each month as one twelfth of a year.

Events of default: The following constitute events of default: (a) not paying on time; (b) not performing on time; (c) bankruptcy, insolvency, or assignment for the benefit of creditors with respect to the undersigned; or (d) any misrepresentation by the undersigned. In the event of default, Montoya Park Place Inc. may declare all unpaid balances, less any unearned charges, immediately due and payable in full, without notice, and exercise all rights and remedies allowed by applicable law. The undersigned agrees to pay interest on past due amounts from date due until paid at the rate of 1.0% per month, or the highest rate permitted by law, whichever is less. The undersigned agrees to pay all of Montoya Park Place, Inc. costs of collection, including attorneys' fees and expenses, unless expressly prohibited or limited by applicable law. Borrower also agrees to pay Montoya Park Place, Inc. a \$25 fee for each returned item (whether check or ACH) that is dishonored for any reason, or such greater amount allowed by law.

Security Agreement: The undersigned hereby grants to Borrower a continuing security interest in all presently owned or hereafter acquired property of the undersigned consisting of: (a) goods; (b) inventory; (c) instruments; (d) chattel paper; (e) documents; (f) accounts; (g) accounts receivable; (h) general intangibles; (i) payment intangibles; (j) real estate promissory note and (k) any proceeds and all support obligations of any of the foregoing (together called the "collateral"). The collateral secures the undersigned's liabilities and obligations under this promissory note and security agreement, whether now existing or hereafter arising, including any extension, renewal or modifications thereof. The undersigned authorizes the Lender to execute on the undersigned's behalf and file a financing statement describing the collateral. The undersigned grants Lender power of attorney to sign and file any financing statements, receipts, and other documents deemed necessary by Lender to protect the rights of lender.

Certain waivers: The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound hereunder until this note shall be fully paid and waive demand, notice of default, notice of intention to accelerate, notice of acceleration, presentment and protest and all notices thereto and further agree to remain bound,